

Remarks

Claims 9-12 are pending. Claims 1, 3-4, 6-8, and 13-16 are canceled. No new matter is added with these amendments.

Claim Rejections – 35 U.S.C. § 112

Claim 11 stands rejected as “being incomplete or lacking essential steps.” Without conceding propriety of this rejection, claim 11 has been amended to include additional steps of receiving a subsequent (“third”) order from the first user and executing that order against the “nearly matching” order from the second user. This amendment is believed sufficient to overcome the § 112 rejection of claim 11.

Claim Rejections – 35 U.S.C. § 102

Claims 1, 3, 4, and 6 stand rejected as anticipated by Bartley. In order to obtain prompt allowance of claims 9-12, claims 1, 3, 4, and 6 are canceled without prejudice, rendering the pending rejections of those claims moot.

Claim Rejections – 35 U.S.C. § 103

Claim 7 stands rejected as unpatentable over Bartley in light of Lupien (U.S. Pat. No. 5,689,652). In order to obtain prompt allowance of claims 9-12, claim 7 is canceled without prejudice, rendering the pending rejection of that claim moot.

Claim 8 stands rejected as unpatentable over Bartley in light of Gianakouros (U.S. Pat. No. 7,035,819). In order to obtain prompt allowance of claims 9-12, claim 8 is canceled without prejudice, rendering the pending rejection of that claim moot.

Claim 11 stands rejected as unpatentable over Bartley in light of Huttenlocher (U.S. Pat. App. Pub. No. 2003/0093343). This rejection is respectfully traversed.

Huttenlocher is directed to a system with various classes of visibility groups. In one scenario, a match has been made between an initiating order (from a first user) and a non displayed order (from a second “invisible” user) but the system gives a third, *visible* user with a *visible* order, who is not involved in the match, a chance to change his price in order to take the trade away from the second user with the invisible order – presumably as a reward for *displaying* his order in the first place.

Thus, the purpose of the notification in the above scenario is to inform a user willing to *display* liquidity, but is about to lose out on a trade because his pricing was not aggressive enough, that if he wants to trade at price “x” he can execute the trade at that price.

This ensures that the initiating user still gets the available price improvement but the system is giving “aggressive” users more opportunity to trade than passive users. Thus, Huttenlocher discloses using a notification to change a price in a scenario with three trading parties where a match has been found and at least one party discloses his order to the initiating party.

In light of the above, one skilled in the art would have no motivation to combine the teachings of Bartley with those of Huttenlocher - the systems are entirely different and one does not suggest a combination with the other. Huttenlocher is actually a system designed to limit the world of buyers (or sellers) to which an order is exposed to a subset of “interested parties” by using a market display that employs user controlled visibility groups and user defined matching parameters to limit who sees which orders. The whole point of Bartley’s system is the opposite of Huttenlocher - to create a system that enables the widest possible universe of potential buyers and sellers but still protects valuable trade information by employing mechanisms used to reveal enough information to get as much liquidity in as possible without displaying key information. While Huttenlocher allows a user to limit the potential counterparties who might be involved in the user’s trade, the parties to whom the user limits his exposure will still see the user’s order information. Indeed, in the portion of Huttenlocher cited in the Office Action, even “invisible” groups are exposed to a user’s order information.

Moreover, Huttenlocher is not a “near match” notification, as the Office Action contends, but rather provides a very specific communication which says something like: “Please be aware that two counterparties have already decided to trade at price x. If you want to step in and act as the counterparty even though your standing order is priced above (or below) x, now is your chance – but you’ll need to reveal your order.” This notification is not the sort of “there is a non-displayed contra order that nearly matches yours – do you want to change your non-displayed order?” notification relevant to claim 11. Instead, Huttenlocher’s is a “match found between two other (non-displayed) orders – do you want to modify and display your order, and participate?” notification.

In light of the above, reconsideration and withdrawal of the rejection of claim 11 is respectfully requested. Moreover, since the rejections of dependent claims 9, 10, and 12 all depend on the rejection of claim 11, reconsideration and withdrawal of the rejections of those claims also is respectfully requested.

No fee is believed to be due with this Response. However, if any fee is due, please charge that fee to Deposit Account No. 50-0310.

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Steven D. Underwood", written over a horizontal line.

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